

# **EXHIBIT 2**

PPN 1913-1803  
ISBN 0-7931-2967-2



## PUBLISHING AGREEMENT

This is an Agreement made this 9th day of December, 1997, between Realtors National Marketing

Instructor

and DEARBORN FINANCIAL PUBLISHING, INC., an Illinois corporation ("Publisher"). Publisher is an independent contractor and is not an agent or employee of the Author. The parties agree as follows:

**1. THE WORK**

a. Author will prepare and deliver a manuscript tentatively entitled:

Houses: The Illustrated Guide to Construction, Design and Systems, 3rd Edition

(hereinafter referred to as the "Work") to the Publisher no later than January 5th, 1998.

b. The Work shall be approximately 544 printed pages in length, and shall be acceptable to Publisher in content and form. Author shall deliver the manuscript to Publisher both on computer diskettes in a format acceptable to Publisher and in three (3) copies of double-spaced, 8½ x 11 typewritten manuscript pages. The manuscript shall include precise pencil sketches or photographs for all illustrations and charts, figure legends, equations and formulas, a foreword, preface, table of contents, index, appendixes, glossary of terms, and bibliography, if any, that Publisher considers necessary to market the Work successfully. Author agrees to assume the cost of preparing and typing the manuscript of the first edition and any subsequent editions, as well as for normal communication expenses incurred by Author during interaction with Publisher.

c. Author agrees to prepare an instructor's manual and testbank to accompany the Work in the form designated by Publisher if Publisher considers the instructor's manual and testbank necessary to market the Work successfully. The instructor's manual and testbank shall be considered part of the Work for purposes of this Agreement.

d. Author agrees to prepare a student workbook to accompany the Work in the form designated by Publisher if Publisher considers the student workbook necessary to market the Work successfully. The student workbook shall be considered part of the Work for purposes of this Agreement.

e. Author should always retain a copy of the Work. Publisher shall use reasonable care in safeguarding the Work and any other material transmitted by Author, but if, despite the exercise of reasonable care, there is loss or damage to the Work or other material, Publisher shall not be liable or responsible therefor.

f. If Author does not submit the manuscript on or before the due date, unless the time for submission has been extended in writing by Publisher, this Agreement shall be converted into

an option to Publisher to publish the Work, in which case Publisher shall have 90 days from the date when the manuscript is submitted to determine whether it will accept the Work for publication subject to Paragraph 11 and the other terms of this Agreement.

g. If there is more than one Author for the Work and any Author notifies Publisher of a disagreement among Authors that precludes the timely submission of the manuscript, Publisher in its sole discretion may elect by notice to terminate this Agreement with respect to all Authors or, alternatively, to terminate this Agreement with respect to one or more of the Authors and continue the Agreement in effect with respect to the other Author or Authors or to enter into a new Agreement with respect to the Work with the other Author or Authors and one or more other persons.

h. Publisher has the right to make any editorial changes in the Work it considers desirable and necessary, but Author shall be given an opportunity to review all such changes. If these changes are required due to failure of Author to complete the tasks for which Author is responsible under this Agreement, the cost of making these changes will be at Author's expense and may be charged against Author's royalty account.

i. If, after customary exchange between Author and Publisher, the content of the Work submitted by Author is not satisfactory to Publisher, or if Author fails to deliver any of the material listed above, Publisher shall have the right to have any of the material listed prepared at Author's expense and charged against Author's royalty account, or at Publisher's option to terminate this Agreement by written notice, and all amounts, if any, that have been advanced to Author against the royalties to be received hereunder shall be refunded at the request of Publisher, who will, at time of such refund, deliver to Author this duly canceled Publishing Agreement and reassign to Author all rights assigned to Publisher by Author under this Agreement.

j. Author shall obtain permission for the use of previously published copyrighted materials and deliver permission documents satisfactory to Publisher. Any expenditure by Publisher on behalf of Author under this paragraph shall be at Author's expense and may be charged against Author's royalty account.

k. Author shall notify Publisher in writing of the existence and location of all materials taken from documents prepared and published by the United States Government, and therefore not subject to copyright.

## 2. AUTHOR'S CORRECTIONS

After the manuscript has been accepted by Publisher, edited and revised as required by Publisher, reviewed and approved by Author, and prepared in final copy for printing, should Author make or cause to be made any alterations in type, illustrations, or plates, that are not corrections of typographical or draftsman's errors and that exceed ten (10) percent of the cost of composition and artwork, independent of these alterations, such excess alterations shall be at Author's expense and may be charged to Author's royalty account. Author shall be responsible for the accuracy and completeness of the Work.

## 3. PUBLISHING

When the manuscript and all other pertinent material is acceptable to Publisher, Publisher shall proceed to publish the Work in book form and/or other media with reasonable promptness and at Publisher's expense, in such style and manner and to market it by such means and at such price that the Publisher feels is appropriate and best suited to sales of the Work. Publisher, from time to time during the life of this Agreement, shall publish the Work and revisions thereof in book form and/or other media as long as there shall be, in Publisher's opinion, a reasonable demand for the Work.

## 4. GRANT OF RIGHTS

- a. Publisher will have the sole right to publish and sell, and to permit others to publish and sell, the Work, and excerpts, adaptations and other derivative works based on the Work, in all media, known and unknown, including, without limitation, translations, dramatizations, sound recordings, motion pictures, film strips, videotapes, television and radio broadcasting, computer programming, programmed adaptations, multi-media works, electronic books, magnetic tape, computer disks, on-line, CD-ROM, CD-I, laser disk, optical disk, IC card or chip and any other human or machine readable medium, whether in sequential or non-sequential order and whether or not permanently affixed in any media, as well as all rights to serialization, special editions, paperback reprints, anthological book clubs, foreign publication or distribution, and all other rights to reproduce the Work or any part of substance thereof, in any form whatsoever. If no compensation to Author is specified in Section 6 for a particular use or right, Publisher nevertheless shall be entitled to such use or right and shall pay Author the compensation for the use or right mentioned in Section 6 that most nearly parallels in method and return to Publisher the unspecified use or right.
- b. Publisher may, at its discretion, and without thereby incurring any liability to Author, publish or permit others to publish any selections of the Work that Publisher may deem appropriate to promote the sales of the Work. Publisher may allow braille, sight-saving editions or "talking books" for the blind to be published. In the event that Publisher receives no compensation from such editions, it shall be under no obligation to Author with respect thereto.

## 5. COPYRIGHT

Author assigns to Publisher the copyright to the Work and supplementary materials and their revisions prepared by Author and grants Publisher the exclusive right to register the copyright, including renewals thereof, throughout the world, in the name of Publisher. Author assigns to Publisher all other legal and equitable rights, titles and interest in and to the Work and supplementary materials and their

*N.C.*  
 revisions prepared by Author. Author agrees to execute and deliver to Publisher any copyright assignments and other documents necessary to preserve valid copyright. Publisher shall preserve and record ownership by securing necessary copyright registrations and renewals thereto.

\*See Rider 5A.

## 6. ROYALTY

Publisher agrees to pay Author as full compensation for all work done and rights granted herein the following royalties:

- a. 10 percent of Publisher's net receipts for copies sold in the United States as textbooks, or for use in classroom situations.
- b. Fifteen (15) percent of Publisher's net receipts for copies sold in the United States through traditional book trade channels.
- c. Five (5) percent of Publisher's net receipts for copies sold in the United States directly to the consumer through the media of mail order, coupon advertising, radio advertising, television advertising, conventions or on-line.
- d. Five (5) percent of Publisher's net receipts for copies sold upon special orders received from business concerns where a special quantity discount of sixty (60) percent or more of the advertised list price of the book is granted.
- e. Five (5) percent of Publisher's net dollar receipts (net of any withholding or other taxes) for copies of the regular trade edition of the Work sold by the Publisher in countries other than the United States, regardless of the type of sale.
- f. Thirty (30) percent of the net amount of any compensation received by Publisher from the sale of subsidiary rights, such as book clubs and third party paperback reprint rights.
- g. Thirty (30) percent of the net amount of any compensation received by Publisher from the sale of foreign translation and reprint rights.
- h. Five (5) percent of the net amount of any compensation received by Publisher for copies sold in the form of software, video, audio or any other electronic or non-print products; provided, if the product containing the Work also contains other materials, the royalty shall be based on the portion of the receipts from the product attributable to the Work, as determined by Publisher in good faith.
- i. Net receipts shall mean Publisher's receipts after discounts, returns, bad debts, freight charges, sales taxes and foreign taxes. No royalty shall be paid on copies furnished without charge for reviewing, advertising, sample, promotion, or other similar purposes. No royalty shall be paid on copies sold on a remainder basis.

## 7. PAYMENT

Royalties due the Author shall be calculated semiannually as of the end of February and the end of August and shall be remitted to Author within sixty (60) days of that date along with a statement of copies sold. Author shall have the right to inspect the relevant books of account of Publisher during regular business hours to check the accuracy of the sales statement submitted. Publisher may change the royalty computation periods by notice to Author, provided no royalty computation period is longer than six (6) months. Publisher shall have

the right to withhold from royalty payments a reasonable reserve for the possible return of copies of the Work sold on a returnable basis. If Author receives an overpayment of royalty resulting from copies reported sold but subsequently returned, the same may be deducted by Publisher from any further sums due to Author. Publisher may deduct from any funds due Author any other sum that author may owe Publisher. Publisher shall have the right to postpone payment of royalties until they total twenty-five dollars (\$25.00) or more. Notwithstanding the above, royalty accounting and payments may be discontinued at Publisher's discretion when, for four (4) successive royalty periods, earned royalties from all sources do not exceed twenty-five dollars (\$25.00).

## 8. AUTHOR'S COPIES

Publisher agrees to give a total of ten (10) copies of the published Work to Author without charge. Author shall have the right to purchase additional copies for personal use and not for resale at a discount of forty (40) percent from Publisher's retail price.

## 9. WARRANTY

Author (if the term Author designates more than one person, each person jointly and severally) represents and warrants that no one other than Author has any right in and to the Work or any portion thereof; the Work is original and is not in the public domain; it has not previously been published; it does not violate or infringe any copyright, whether common law or statutory, and contains nothing libelous or otherwise contrary to law; and Author has full power to enter into this Agreement. These warranties and representations shall apply to any revisions or subsequent editions of the Work and shall survive termination of this Agreement. Author shall indemnify and hold harmless Publisher and those to whom Publisher may license or grant rights hereunder or sell the Work from any and all loss, damage, liability or expense, including reasonable attorney's fees, arising out of any breach or alleged breach of any of the foregoing warranties.

## 10. PROMOTION AND PUBLICITY

Author agrees to assist Publisher in the preparation and implementation of a promotional program to bring the Work to the attention of potential users. Such assistance may include: (a) helping identify potential markets for the Work, and (b) where mutually deemed useful, making contacts by letter and/or telephone to aid in the sale. Author grants to Publisher the right to use Author's name and likeness and biographical information in connection with the promotion and advertisement of the Work and the revisions thereof.

\*See Rider 10A.

## 11. NEW OR REVISED EDITIONS

- If Publisher determines that a revision of the Work is desirable, it shall request Author to prepare the revision and Author shall advise Publisher within thirty (30) days whether he or she will do so. If Author advises Publisher that he or she will prepare the revision, he or she shall diligently proceed with the revision, keep Publisher advised of his or her progress, and deliver the complete manuscript to Publisher on or before the due date (which may be extended in writing by Publisher).
- If Author does not advise Publisher within such thirty (30) day period that he or she is willing to prepare the revision, or if Author has died or is otherwise unable to prepare the revision, or if Author does not diligently proceed with the revision, or if a complete manuscript of the revised Work

acceptable to Publisher in organization, form, content and style is not submitted to Publisher on or before the due date, Publisher shall have the right to arrange with third parties for the preparation of the revision.

- If there is more than one Author for the Work and any of the Authors fails to advise the Publisher within such thirty (30) day period that he or she is willing to participate in the preparation of the revision or has died or is otherwise unable to prepare the revision, Publisher shall have the right to arrange with the other Author or Authors (either alone or with third parties) to prepare the revision. If the remaining Authors are unwilling or unable to prepare the revision collectively or are unable to agree among themselves within such thirty (30) day period on the manner in which the revision is to be prepared, Publisher may select one or more of the Authors (together with, if the Publisher so elects, one or more third parties) to prepare the revision.
- In any case where an Author does not prepare a revision, Publisher shall have the right to arrange with others for the preparation of the revision. In such case, Publisher shall have the right to arrange for the reviser to share royalties with Author, provided that the reviser's share of the royalties with respect to such revisions shall not exceed 50% for the first such revision and shall not exceed 75% for the second such revision. No royalties shall be paid to Author with respect to further revisions not prepared by Author. The revised editions may be published under the same title and may refer to Author by name, but credit may be given to the reviser or revisers in the revised edition and in advertising and promotional material with respect thereto. The provisions of this Agreement, including royalty terms (except as otherwise provided in this Section 11) shall apply to each successive revised edition as though it were a separate work.

## 12. COMPETING WORKS

Author agrees not to, during the continuance of this Agreement, except with the consent in writing of Publisher, write, print, publish or furnish to any other publisher any book or other material in any media that infringes the copyright of this Work or might be used in place of or compete with, injure, or interfere with sales of this Work.

## 13. OPTION FOR NEXT WORKS

~~Publisher shall have the option to publish the next two book-length business books completed by Author for publication following the Work covered by this Agreement. Author agrees to submit such proposals or manuscripts thereof to Publisher before submission to any other publisher. Publisher agrees to accept or reject such proposals or manuscripts within ninety (90) days after receipt.~~

## 14. INFRINGEMENT

If the copyright in the Work or in any derivative work based thereon is infringed, Publisher shall have the right, but shall not be obligated, to prosecute an action for infringement in such manner as it deems appropriate. If Publisher prosecutes such an action, it shall recoup the expenses incurred by it from any recovery, and the balance of proceeds, if any, shall be divided fifty (50) percent to Author and fifty (50) percent to Publisher. If Publisher declines to prosecute such an action after a request to do so by Author, Author at Author's expense shall have the right to prosecute an action, and any recovery shall belong solely to Author. Each of the parties hereto shall cooperate with the other in any such action.

**15. HEIRS, SUCCESSORS AND ASSIGNS**

Author may assign the right to receive payment hereunder, but Author's obligations hereunder are personal and nonassignable. Publisher may assign its rights and obligations hereunder. This Agreement will be binding upon and inure to the benefit of the heirs, executors and administrators of Author and the successors and assigns of Publisher.

**16. NOTICE**

Any notice or communication given pursuant to or in connection with the Agreement shall be in writing and shall be sent by certified mail, return receipt requested, as follows:

If to Author:

Realtors National Marketing Institute  
of the National Association of Realtors  
430 N. Michigan Ave.  
Chicago, IL 60611

If to Publisher: Dearborn Financial Publishing, Inc.  
155 North Wacker Drive  
Chicago, Illinois 60606-1719  
Attention: President

Either of the parties may designate a different address by notice given in the same manner.

**17. OUT OF PRINT**

- a. If at any time after two years from the original date of publication Publisher fails to keep the Work in print, or if no royalty has been earned for four consecutive royalty periods, Author may make written demand upon Publisher to reprint it and offer it for sale. If Author makes such written demand, Publisher shall within sixty (60) days notify the Author whether Publisher intends to reprint the Work and offer it for sale or not. If Publisher indicates it will reprint and reoffer the work it shall do so within six (6) months.
- b. If Publisher notifies Author it will not reprint and reoffer the Work, this Agreement shall terminate and all rights shall revert to Author, subject however to any licenses, options, or rights theretofore granted by Publisher. In case of such termination, Author shall have the right for thirty (30) days to purchase the plates not previously destroyed from Publisher at fifty (50) percent of their cost, and any remaining copies of sheets of Author's Work at their manufacturing cost. If Author fails to do so, Publisher may dispose of them as Publisher shall deem appropriate.

**18. APPLICABLE LAW**

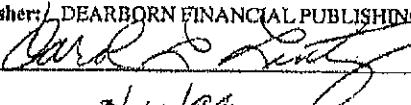
This Agreement shall in all respects be interpreted, construed, and governed by the laws of the State of Illinois.

**19. WAIVER**

No waiver of any term of this Agreement shall be effective unless made in writing and signed by the party making such waiver, and no waiver of any breach hereunder shall be deemed a waiver of any subsequent breach.

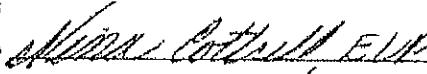
IN WITNESS WHEREOF, the parties affix their hands on the respective dates following their signatures.

Publisher: DEARBORN FINANCIAL PUBLISHING, INC.

By: 

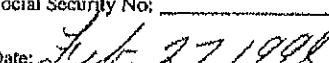
Date: 3/10/98

## AGREED TO:

Authors: (1) 

Address: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Date: 

(2) \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Date: \_\_\_\_\_

(3) \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Date: \_\_\_\_\_

Rider and Distribution Agreement attached.



**Dearborn**  
**Financial Publishing, Inc.**  
a division of Dearborn Publishing Group, Inc.

155 North Wacker Drive Chicago, Illinois 60606-1719 312/836-4400 Fax 312/836-1021 <http://www.dearborn.com>

## RIDER TO PUBLISHING AGREEMENT

Rider to Publishing Agreement dated December 9, 1997 between Realtors National Marketing Institute (the "Author") and Dearborn Financial Publishing, Inc.<sup>®</sup> (the "Publisher") for the book entitled *Houses: The Illustrated Guide to Construction, Design and Systems*, 3rd Edition.

5A. Copyright

The copyright shall be taken out by the Publisher in the name of the Author and shall be the Author's sole property; the Publisher will apply for and receive the renewal of, or any extension of same. Author agrees that Publisher still retains the exclusive rights granted to the Publisher in paragraphs (1j) and (1k) of this Agreement.

10A. Promotion and Publicity

Author shall be referred to as the Residential Sales Council of the Realtors National Marketing Institute. Any variation is subject to Author approval.

In witness whereof, the undersigned have executed this Rider on the following date:

3/10/98

AUTHOR:

Wendy Cottrell, EUP  
Signature

Wendy Cottrell, EUP  
Printed Name

PUBLISHER:

DEARBORN FINANCIAL PUBLISHING, INC.<sup>®</sup>

By: Carol D. Hart



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**Financial Publishing, Inc.<sup>®</sup>**  
*a division of Dearborn Publishing Group, Inc.*

155 North Wacker Drive Chicago, Illinois 60606-1719 312/836-4400 Fax 312/836-1021 <http://www.dearborn.com>

## DISTRIBUTION AGREEMENT

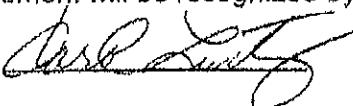
This will serve as a letter of agreement between Realtors National Marketing Institute ("RNMI") and Dearborn Financial Publishing, Inc.<sup>®</sup> ("DFPI").

DFPI agrees to grant to RNMI a special discount of 48% off trade list price for the purchase of 3,000 copies of *Houses: The Illustrated Guide to Construction, Design and Systems*, 3rd Edition, providing all of the following conditions are agreed upon and fulfilled by RNMI.

1. RNMI agrees to purchase at least 1,000 copies annually of the above title in quantities of 100 or more during each of the first three 12-month periods following the date of publication.
2. It is agreed that all orders of the above title during the term of this agreement shall be shipped to one location stipulated by RNMI.
3. RNMI agrees to remit payment to DFPI within 30 days of the date of invoice for said orders.
4. It is agreed that there shall be no returns on the title covered under this agreement, except for damaged books, and that no royalties shall be paid on such orders.
5. No royalties will be paid on copies purchased under this Distribution Agreement.

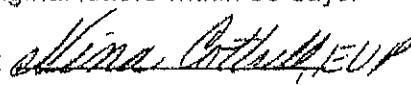
Failure to purchase 1,000 copies within the first 12-month period as stated above shall result in the forfeiture of the special 48% discount.

This agreement shall remain in effect while the book remains in print. Acceptance of this agreement will be recognized by signing and returning the original letters within 30 days.

By: 

Carol Luitjens  
 Vice President  
 Dearborn Financial Publishing, Inc.<sup>®</sup>  
 155 N. Wacker Drive  
 Chicago, IL 60606-1719

Dated: 3/10/98

Accepted by: 

Realtors National Marketing Institute  
 of the National Association of Realtors  
 430 N. Michigan Avenue  
 Chicago, IL 60611

Dated: Feb 27, 1998